

BARNES & THORNBURG

213650
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March 31, 2005

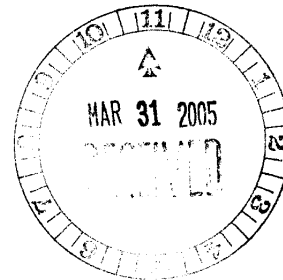
BY HAND DELIVERY

Honorable Vernon A. Williams
Secretary
Surface Transportation Board
1925 K Street, N.W.
Washington, D.C. 20423-0001

ENTERED
Office of Proceedings

MAR 31 2005

Part of
Public Record



Re: *Groome & Associates, Inc. and Lee K. Groome v. Greenville County Economic Development Corporation -- STB Docket No. 42087*

Dear Secretary Williams:

Pursuant to an agreement with the Chief Counsel for the South Carolina Department of Transportation ("SCDOT"), enclosed for filing are an original and 10 copies of the Affidavit of Richard H. Streeter that relates to a conversation with Christy A. Hall, P.E., and to the proffer of evidence previously submitted with the "Reply to Verified Clarification" filed on behalf of Groome & Associates and Lee K. Groome in the above-referenced case. On March 29, 2005, an affidavit of Ms. Hall was submitted by the Greenville County Economic Development Corporation ("GCEDC"). Complainants have no objection to the filing thereof.

In addition, copies of various documents that were obtained from SCDOT pursuant to a Freedom of Information Request are being filed with the aforesaid affidavit. These latter documents also relate to the proffer of evidence previously submitted with the "Reply to Verified Clarification" filed on behalf of Groome & Associates and Lee K. Groome in the above-referenced case. In particular, they confirm the fact that GCEDC, from as early as June 28, 1999, was aware of, and approved, the rebuilding of a segment of the track that would have been used to provide rail service to Groome & Associates had GCEDC honored its common carrier obligation. In addition, the documents provide the Board with further evidence concerning the Woodruff Road negotiations that are referred to in the affidavit of Christy Hall that was filed by GCEDC and in the affidavit of Richard H. Streeter.

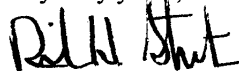
Filing of the documents, which were received by counsel on March 29, 2005 from SCDOT, will not unduly delay disposition of this proceeding. Accordingly, Complainants seek leave to file the accompanying materials.

March 31, 2005

Page 2

Two copies of the above-mentioned document are enclosed, which we request be date stamped and returned to the undersigned. Thank you for your assistance in this matter.

Very truly yours,

A handwritten signature in black ink, appearing to read "R.H. Streeter", written in a cursive style.

Richard H. Streeter

RHS:rs

Enclosures

cc: William A. Mullins, Esq. and David C. Reeves, Esq.

BEFORE THE
Office of Proceedings SURFACE TRANSPORTATION BOARD

MAR 31 2005

Part of
Public Record

STB Docket No. 42087

GROOME & ASSOCIATES, INC. AND LEE K. GROOME
v.
GREENVILLE COUNTY ECONOMIC DEVELOPMENT CORPORATION

**VERIFIED STATEMENT
OF RICHARD H. STREETER**

1. My name is Richard H. Streeter. I am counsel for the Complainants, Groome & Associates, Inc. and Lee K. Groome. On Tuesday, March 8, 2005, I had a conversation with Christy A. Hall, P.E., who is the Program Manager for the South Carolina Department of Transportation ("SCDOT"). Ms. Hall is charged with responsibility for the Woodruff Road Project.
2. During the course of the March 8 conversation, I advised her that GCEDC had filed a Verified Clarification of the Record in which it has stated that "there currently is no reserve fund for replacement of the trestle, although GCEDC and SCDOT have agreed on the terms of an agreement that would provide GCEDC with the funds to replace the trestle. However, SCDOT has required in that agreement that the funds to be reserved can only be used to replace the trestle over the widened Woodruff Road."
3. In response, Ms. Hall agreed that no reserve has been funded to date. She also stated that the Agreement has not yet been finalized.

4. According to Ms. Hall, after several years of inactivity, SCDOT restarted negotiations with GCEDC regarding the Woodruff Road trestle during the summer of 2004. Those negotiations did not resolve the Woodruff Road issues.

5. After the November 2004 elections, which resulted in new membership on the GCEDC Board, it was agreed to hold a further negotiating session. At 3:00 p.m., on January 18, 2005, various GCEDC members met with SCDOT representatives to resolve the issues. According to Ms. Hall, the following individuals attended the meeting for GCEDC: Andrew White, Butch Kirven, Pat Haskell-Robinson, Peter Strub, and Scott Case (via telephone). Curt Flint attended for Greenville County. Ms. Hall and Dennis Hardwick attended for SCDOT.

6. According to Mr. Hall, the original draft prepared by SCDOT for purposes of negotiation contained no limitations on the use of the funds. Instead, it was Andrew J. White, GCEDC's counsel, not SCDOT, who initially insisted on language being placed in the draft Agreement that would preclude use of the \$1.324 million for any purpose other than the Woodruff Road Project. Because SCDOT had no objection, and did not intend to hand over the funds without being assured that they would be spent on rebuilding the trestle, SCDOT agreed to insert language into the draft Agreement that would require the \$1.324 million to be used to replace the existing trestle after Woodruff Road is expanded.

7. Attached hereto are documents received from SCDOT pertaining to the Woodruff Road Project.

8. With respect to the at-grade crossing over Cedar Lane, where approximately 2000 feet of track has been installed in the rail corridor that leads to Groome's facility, Ms. Hall stated that the project had begun before the line of railroad was purchased by GCEDC. She also stated that

Mr. Gerald Seals, the former head of GCEDC, was aware of the project and had agreed to the installation by SCDOT of the new track.

9. Attached hereto are documents received from SCDOT pertaining to the Cedar Lane Project.

10. The foregoing has been provided to Ms. Hall for her review and has been approved by her as presenting an accurate account of the telephone discussion of March 8, 2005.

FURTHER SAYETH THE AFFIANT NOT:

VERIFICATION

I, Richard H. Streeter, hereby declare under penalty of perjury that the foregoing is true and correct. Executed on March 31, 2005.

A handwritten signature in black ink, appearing to read "R. H. Streeter", is written over a horizontal line.

Richard H. Streeter

OFFICE ENT Findings

Richard Streeter FOIA Request F05-102 dated March 10, 2005

SCDOT Documents dated after Jan 1 1998 regarding
SC 146 (Woodruff Rd) / GCEDC Railroad Trestle

**DAVIS
&
FLOYD**

FAX TRANSMITTAL

Davis & Floyd, Inc.
1319 Reynolds Street
Greenwood, SC 29649
Tel: 864.229.5211
Fax: 864.229.7844

**CONSTRUCTION RESOURCE MANAGEMENT
FLUOR DANIEL DOCUMENT NO. DF-R-0007**

Fax #: 803-737-9939 **D & F Project No.:** 11215-01
To: John Walsh, Rebecca Creighton
Date: Monday, December 06, 1999
Subject: Railroad Bridge over Woodruff Road
From: J. DANIEL CHISM

MESSAGE

As we discussed by telephone, Davis & Floyd, Inc. would like some direction regarding the attached letter. I was contacted by Ms. Sandra Yudice with Gerald Seals office and I explained that we have a tentative date for a Public Informational meeting on Jan. 6 and would like to have a resolution before then. She asked that I call Peter Strub of TransSystem because he is on their Board of Directors. I did and Peter said that they were trying to convene a meeting next week to resolve this issue and a similar one on the Western Corridor. Peter alluded that the Corporation would likely desire to maintain a rail crossing (either bridge or an at-grade crossing). I also volunteered that someone could attend their meeting if they wished. Look forward to hearing from you.

This message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us by telephone. Thank you.

☐ Urgent Reply Requested ☐ Reply Today
☒ Reply At Your Convenience ☐ No Reply Necessary

Number of Pages INCLUDING this Cover Sheet = 4

c.c.
S. Davis- D&F
F. Freeland - FD
J. Timmons - D&F
B. Leake - D&F
File

CONSTRUCTION RESOURCE MANAGEMENT
FLUOR DANIEL DOCUMENT NO. DF-R-0001

December 6, 1999

County of Greenville
301 University Ridge
Suite 3800
Greenville, SC 29601
Attention Ms. Laura Younger

RE: Railroad Bridge over Woodruff Road

Ms. Younger:

SCDOT has retained two firms to act as "agents" for them in the design and construction of numerous road projects. SCDOT calls this program the Construction and Resource Management (CRM). Fluor Daniel, Davis & Floyd, Inc. and Universal Field Services comprise the CRM West team. Davis & Floyd, Inc. is the design arm of the West team. We have been given the responsibility to design the widening of Woodruff Road from US 276 to Verdae Boulevard.

There is an existing railroad bridge in this project. During the developmental phase of the project, the railroad was inactive and SCDOT budgeted money for the demolition of the bridge. We have been informed that Greenville County now owns the railroad right-of-way and may have interest in maintaining the bridge or the right-of-way in some form. We need to know Greenville County's plans in order to proceed with design. We would appreciate a meeting with the County to facilitate the exchange of information. Our schedule dictates that if this information is not received within 2 weeks, we must proceed with the design as currently planned to demolish the bridge.

As you requested, we have attached a copy of the "Preconstruction Engineering Project Planning Report". This document provides the best information that we currently have regarding the project. It was authored by John Walsh, who was SCDOT's program manager at the time. Rebecca Creighton is the current program manager.

Thank you for all of your help and we look forward to your reply. Please contact me at your convenience if you have any questions or to schedule a meeting. My business card is attached.

Sincerely,

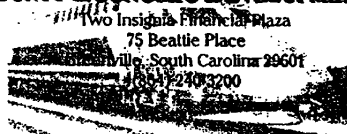
DAVIS & FLOYD, INC.

J. DANIEL CHISM, PE

JDC/trb

cc: Francis Freeland
Jerry R. Timmons

GREENVILLE COUNTY ECONOMIC DEVELOPMENT CORPORATION



Board of Directors

Dozier Brooks
Chairman

Patricia Haskell-Robinson
Secretary

Stephen Selby
Treasurer

Peter Strub

Paul Wickensimer

December 3, 1999

Mr. J. Daniel Chism, PE
Davis & Floyd
Engineering, Architecture
Environmental & Laboratory Services
1319 Reynolds Street
P. O. Drawer 428
Greenwood, South Carolina 29648

Dear Mr. Chism:

On December 2, 1999, I received your November 19, 1999 letter regarding the railroad bridge over Woodruff Road in Greenville, South Carolina.

Please be advised that Greenville County Council approved the creation of the Greenville County Economic Development Corporation (GCEDC). This corporation purchased three segments of rail lines owned by RailTex of San Antonio, Texas.

The goal of the Corporation is to preserve these rail lines for future use as a passenger light rail. Accordingly, the preservation of these lines is critical and will help to accomplish the vision of local officials and business leaders in the area of having a passenger light rail in the future. Local officials and businesses have been working tirelessly to coordinate efforts with the hopes of preserving these lines for future use.

You indicated that if the "information is not received within 2 weeks, [you] must proceed with the design as currently planned to demolish the bridge." Regrettably, your letter although dated November 19, 1999, did not arrive at this office until December 2, 1999. The GCEDC Board of Directors will review your letter during its meeting this month. Therefore, at this time, I am neither in a position to authorize the demolition of the bridge nor do I think the GCEDC will allow it.

I encourage you to provide your designs to Mrs. Patricia Haskell-Robinson and Mr. Peter M. Strub, members of the board of directors, and attorney Wesley Crum for their review (see attached for addresses).

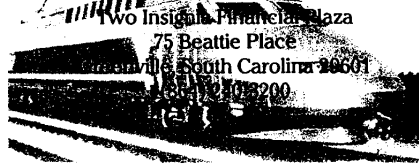
If you have any questions do not hesitate to contact me at (864) 467-7105.

In the Spirit of Excellence,


Gerald Seals, President
Greenville County Economic Development Corporation

pc: Dozier Brooks, Chairman, Board of Directors, GCEDC
Paul Wickensimer, Member, Board of Directors, GCEDC
Stephen Selby, Member, Board of Directors, GCEDC
Peter Strub, Board of Directors, GCEDC
Patricia Haskell-Robinson, Secretary, Board of Directors, GCEDC
Wesley Crum, Haynsworth, Marion, McKay & Guerard

GREENVILLE COUNTY ECONOMIC DEVELOPMENT CORPORATION



Board of Directors

Dozier Brooks
Chairman

Patricia Haskell-Robinson
Secretary

Stephen Selby
Treasurer

Peter Strub

Paul Wickensimer

January 10, 2000

Mr. J. Daniel Chism, PE
Davis & Floyd
Engineering, Architecture
Environmental & Laboratory Services
1319 Reynolds Street
P. O. Drawer 428
Greenwood, South Carolina 29648

Gerald Seals
President

Dear Mr. Chism:

This letter follows my December 3, 1999 correspondence.

On December 17, 1999, the Greenville County Economic Development Corporation Board of Directors met and discussed the bridge demolition plans from the South Carolina Department of Transportation (SCDOT). It is our understanding that as part of widening Woodruff Road, from US 276 to Verdae Boulevard, with regard to the railroad bridge, SCDOT will do the following at no cost to the GCEDC:

- Demolish the bridge; and
- Either replace the bridge or build an at-grade crossing with an active warning system.

It is our understanding that SCDOT will do the foregoing; as a result of this understanding the GCEDC is prepared to provide its support and authorization for said project and will execute the appropriate legal instruments to effect same.

Any improvements to the rail line as a result of vertical grade adjustments will be the responsibility of the SCDOT.

Please provide any and all pertinent information to Mrs. Patricia Haskell-Robinson, Mr. Peter M. Strub, and attorney Wesley Crum for their review prior to any further action at the following address:

Patricia Haskell-Robinson, Secretary
Greenville County Economic Development Corporation
c/o Robinson Company of Greenville, Inc.
1225 South Church Street
Greenville, SC 29605

If you have any questions do not hesitate to contact Mrs. Pat Haskell-Robinson, Mr. Peter Strub, or me.

In the Spirit of Excellence,



Gerald Seals, President
Greenville County Economic Development Corporation

pc: Dozier Brooks, Chairman, Board of Directors, GCEDC
Paul Wickensimer, Member, Board of Directors, GCEDC
Stephen Selby, Member, Board of Directors, GCEDC
Peter Strub, Board of Directors, GCEDC
Patricia Haskell-Robinson, Secretary, Board of Directors, GCEDC
Wesley Crum, Haynsworth, Marion, McKay & Guerard
John Walsh, SCDOT
Francis Freeland, CRM West Area Manager

SCANNED

**DAVIS
&
FLOYD**

MEMORANDUM

**CONSTRUCTION RESOURCE MANAGEMENT
FLUOR DANIEL DOCUMENT NO. DF-R-0016****To:** Francis Freeland**D & F Project No.:** 11215-01 &
11215-06**Date:** 2/18/00**Subject:** Meeting Minutes**From:** Jennifer Bragg

CRM West met with SCDOT on Wednesday, February 16, to discuss the railroad alternatives at Woodruff Rd. (SC 146) and the connector for Congaree Rd.

Woodruff Road

Since the at-grade and grade separation cost estimates differed slightly, it was decided that the design of Woodruff Rd. would continue for the grade separation alternative. The cost and construction of the grade separation alternative will be put before the GRATS policy meeting in May. The design of the railroad grade separation including the railroad bridge and approximately 3600 LF of railroad track rework is in addition to the original scope for Woodruff Rd.

Congaree Road

Based on several comments from the Public Informational Meeting, the connector for Congaree Rd. is a favorable option. It was mentioned that a wider throat at its tie to Woodruff Rd. was necessary for future dual left turn lanes. It was also suggested that the connector's impact on the left turn lane from Woodruff Rd. onto Roper Mountain Rd. be evaluated. A determination will be made for this project once the estimates are complete.

From this meeting, it was agreed that these two projects could be let as one project. However, these two jobs would not be combined into one set of plans.

A meeting was scheduled for Monday, March 6, at which the cost estimates for these two projects will be discussed. These estimates will include construction and R/W costs for the original scopes plus the estimates for the railroad grade separation at Woodruff Rd. and the connector estimate for Congaree Rd. Additional PE cost for the Congaree Rd. connector will

SCANNED

also be provided. Additional PE cost for the railroad grade separation at Woodruff Rd., if approved, will be provided after the GRATS policy meeting.

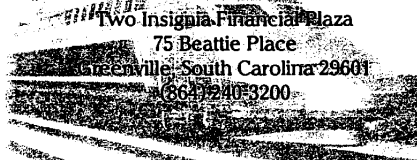
Meeting Attendance:

John Walsh - SCDOT
Rebecca Creighton - SCDOT
Kevin Ulmer - SCDOT
Francis Freeland - FD
Jerry Timmons - D&F
Bob Leake - D&F
Shawn Davis - D&F
Jennifer Bragg - D&F

cc: Steve MacLeod - FD
Keith Barksdale - FD
Joe Mele - FD
John Walsh - SCDOT
Rebecca Creighton - SCDOT
Kevin Ulmer - SCDOT
Jerry Timmons - D&F
Dan Chism - D&F
Bob Leake - D&F
Shawn Davis - D&F
File

RECEIVED
FEB 28 2000
FLUOR DANIEL

GREENVILLE COUNTY ECONOMIC DEVELOPMENT CORPORATION



BC -
FYI.
KW
5/17/00

Board of Directors

Dozier Brooks
Chairman

Patricia Haskell-Robinson
Secretary

Stephen Selby
Treasurer

Peter Strub

Paul Wickensimer

Gerald Seals
President

Certified Mail

General Manager
South Carolina Central Railroad, Inc.
101 South Fourth Street
Hartsville, SC 29550

Re: Operating Agreement with Greenville County Economic Development Corporation dated June 14, 1999

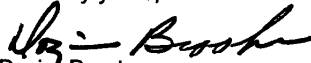
Dear Sir:

As you will recall, South Carolina Central Railroad, Inc. ("Railroad") is using track in Greenville County, South Carolina, owned by Greenville County Economic Development Corporation ("GCEDC") under an operating agreement dated June 14, 1999. Part of the subject track is located on a bridge over Woodruff Road, and we believe the station number designation for this area is 1720+89.

The South Carolina Department of Transportation ("SCDOT") recently informed GCEDC that the above portion of Woodruff Road is being widened and improved and that as part of this project, the Woodruff Road bridge and adjacent tracks will be removed and will be unusable for a considerable period of time. This situation effectively will eliminate the Railroad's ability to use the track from station 1720+89 to 1783+87 and anything beyond that. GCEDC is discussing with SCDOT its plans to replace the track and bridge at a future date.

The purpose of this letter is to notify you of the above impending roadwork so that you may cease rail service to the affected area at the appropriate time. In that regard, you should contact Mr. Kevin Ulmer of the South Carolina Department of Transportation at (803) 737-1353 to obtain information on the highway work schedule. GCEDC can take no responsibility for advising you of the track removal activities or of other information relating to SCDOT's road and bridge work.

Sincerely yours,


Dozier Brooks
Chairman, GCEDC

Cc: GCEDC Board of Directors
Gerald Seals, President, GCEDC
Andrew White, Legal Counsel, GCEDC
Kevin Ulmer, SC Department of Transportation
General Counsel, RailTex, Inc.
4040 Broadway, Ste. 200, San Antonio, TX 78209

**GREENVILLE COUNTY ECONOMIC DEVELOPMENT CORPORATION
OFFICERS AND BOARD OF DIRECTORS**

**MR. GERALD SEALS, PRESIDENT
GREENVILLE COUNTY ECONOMIC DEVELOPMENT CORPORATION
SOUTHERN INFRASTRUCTURE
301 N MAIN STREET, SUITE 1700
GREENVILLE, SC 29601**

**MR. ANDREW WHITE, LEGAL COUNSEL
GREENVILLE COUNTY ECONOMIC DEVELOPMENT CORPORATION
HAYNSWORTH, MARION, McKAY & GUERARD
P. O. BOX 2048
GREENVILLE, SC 29602**

**MR. DOZIER BROOKS, CHAIRMAN
GREENVILLE COUNTY ECONOMIC DEVELOPMENT CORPORATION
109 INN CIRCLE
FOUNTAIN INN, SC 29644**

**MS. PATRICIA HASKELL-ROBINSON, SECRETARY
GREENVILLE COUNTY ECONOMIC DEVELOPMENT CORPORATION
ROBINSON COMPANY OF GREENVILLE
1225 SOUTH CHURCH STREET
GREENVILLE, SC 29605**

**MR. STEPHEN SELBY, TREASURER
GREENVILLE COUNTY ECONOMIC DEVELOPMENT CORPORATION
906 LAMPLIGHT DRIVE
GREER, SC 29650**

**MR. PETER M. STRUB, BOARD MEMBER
GREENVILLE COUNTY ECONOMIC DEVELOPMENT CORPORATION
TRANSYSTEMS CORPORATION
150 EXECUTIVE CENTER DRIVE, SUITE 212
THE KOGER CENTER, #134
GREENVILLE, SC 29615**

**MR. PAUL WICKENSIMER, BOARD MEMBER
GREENVILLE COUNTY ECONOMIC DEVELOPMENT CORPORATION
12 WONDERWOOD DRIVE
GREENVILLE, SC 29615**

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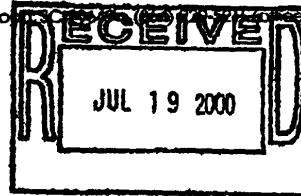
MAY 17 2000

PROGRAM DEVELOPMENT-SCDOT

DAVIS Engineering
FLOYD Architecture
Environmental & Laboratory Services

P.O. Drawer 428 Greenwood, SC 29648 • 1319 Reynolds Street Greenwood, SC 29646 (864) 229-7844 (fax)

June 23, 2000



Mr. Francis Freeland
Fluor Daniel
440 Roper Mountain Road, Suite C
Greenville, SC 29615

RE: Railroad Bridge Replacement over Woodruff Road

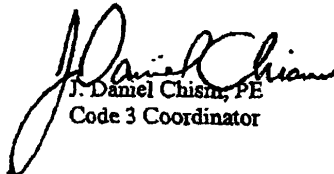
Dear Francis:

Based on a May 5 meeting with the Greenville County Economic Development Corporation (GCEDC) and a subsequent May 15 meeting with Greenville Area Transportation Study (GRATS), Davis & Floyd, Inc. is proceeding with the conceptual design for the Railroad Bridge Replacement over Woodruff Road. It is our understanding that the GCEDC does not know what the future use of the bridge will be, therefore, our concept is that the structure will be a single-track railroad bridge, designed for the Cooper E80 live loading, with a single 80-foot span over Woodruff Road. The embankments will be retained by use of Mechanically Stabilized Earth walls (MSE walls). The construction will be performed in two phases. Phase I will involve constructing the end bents, the pile caps and the MSE walls. Phase II, which will be performed in the future, will involve constructing the remainder of the bridge and any necessary track alignment. Since the future vertical alignment of the railroad has not been established, a top-of-cap elevation will be established with the expectation that the bridge seats will be built up to the appropriate elevation in the future. Phase II construction will also involve building the abutment backwalls, which will be attached to the pile caps, as well as increasing the height of the MSE walls.

As mentioned, we are proceeding with the conceptual design. Final design of the end bents, pile caps and the MSE walls will be performed by a FDC to be determined. If you have any questions or comments, please let us know as soon as possible.

Thank you for your time.

Sincerely,


J. Daniel Chism, PE
Code 3 Coordinator

Post-It® Fax Note	7671	Date	8/19	# of pages	3
To	Ranky Kuma	From	Senada Indurana		
Co/Dept	Ther. Center	Co.	H.C.P.C.		
Phone #		Phone #	467-7226		
Fax #	281-5615	Fax #			

ATTACHMENT 1

**MINUTES
GRATS POLICY COORDINATING COMMITTEE
MAY 15, 2000**

MEMBERS PRESENT: V. Smith; Chair, D. Waldrop, Vice Chair; D. Brooks; B. Johnson; B. Cook; K. White; R. Danner; M. Fair; W. Davis; J. Forbes, Secretary; R. Bentley

MEMBERS ABSENT: M. Batson; L. Vaughn; D. Thomas; R. Anderson; L. S. Green; R. Hughes; H. Atkins; M. Kingsbury; D. Sullivan; R. Musgnug; E. Mabry;

OTHERS: D. Hill; J. Olson; K. Ulmer; R. McKinney; F. Freeland; D. Chism; D. Loftis; R. Waters; R. Creighton; D. Torvik; D. Fogle; J. Owings; M. Rook; M. Matias; T. Meeks; P. Knudsen; D. Chisholm; E. Hutchinson; L. Andrews

CALL TO ORDER

The Chair called the meeting to order at 10 a.m. and opened with a prayer.

APPROVAL OF MINUTES

MOTION: By Mayor Wayne Davis, seconded by Mayor Knox White, to approve the minutes of the November 10, 1999, and April 7, 2000, meetings as submitted. The motion carried.

STATUS OF GRATS PROJECTS

Rebecca Creighton of the SCDOT presented this report to the Committee on both GRATS and GRID projects, copies of which were distributed to the members. Instead of going through each project, she indicated that all the projects under construction were moving well. Recent construction contracts let were for I-85/SC14 Interchange and Fairview Road widening with the I-385 interchange. Preconstruction conferences on both of those projects should be held in the next few weeks. Projects to be let in the summer include 291/State Park Road; Brushy Creek; US 25, Phase 2, from Borden to Saluda Dam; J. Verne Smith Parkway, Phase 1; and Western Corridor/Stone Avenue. New projects in ROW include SC20 and SC24, the Anderson project. Planned public hearings are planned for I-385 in June and SC14 in July. An information meeting is planned for Batesville Road on May 23 and the Verdin Road information meeting was held on May 11.

With regard to the Western Corridor, Ms. Creighton indicated that LDA consultants had informed her that they are on schedule with the plan revisions. Senator Smith asked her to confirm that the project will be ready to go to contract without delay. Ms. Creighton did so confirm. Mayor White commended city staff and the consultants on their efforts and all the good work that has been done.

Senator Fair thanked the DOT for providing him with the information he had requested regarding the safety

Post-It® Fax Note	7671	Date	8/17	# of Pages	2
To	Barry Higgins	From	Lucinda Anderson		
Co./Dept.	Ther. David	Co.	B.C.P.C.		
Phone #		Phone #	467-7276		
Fax #	281-5615	Fax #			

of narrowing the lanes.

Councilman Johnson asked if the Delegation could form a committee to name the Western Corridor? He suggested that it be named in honor of L. P. Hollis. The Chair asked if he wished to make a motion.

MOTION: By Councilman Johnson, seconded by Mayor Davis, that the Delegation form a committee to name the Western Corridor ~~be named~~ in honor of L. P. Hollis. The motion carried.

Senator Fair asked for clarification of the motion and asked the Chair if it was appropriate for the GRATS Committee or the Delegation to recommend the name. The Chair ruled that it was not necessary to form a committee, the GRATS Committee had the right to recommend a name to the Highway Commission. He suggested that GRATS draft a resolution recommending that the Western Corridor be named in honor of L. P. Hollis, and that the resolution be forwarded to the Delegation.

Ms. Creighton resumed her status report by updating the Committee on SC14 from the airport to I-85. After some delays along the route, the district construction engineer says things are worked out and the construction schedule will be met.

Kevin Ulmer of SCDOT briefed the Committee on results of meetings with a coalition of residents along Highway 14 to discuss locations of sidewalks for that widening project. The first location is one side of Hwy. 14 from Rt. 417 to Stokes Road; the second location is both sides of Hwy. 14 from Woodruff Road to Vaughn Road for about 800 feet; the third location is both sides of Hwy. 14 from Pelham Road to I-85. This location will be proposed by the SCDOT at a public hearing in July to get a response from residents in that area as to the necessity of sidewalks.

~~Mr. Ulmer then discussed Woodruff Road, Phase I - widening from Laurens Road to Verdea Blvd..~~ SCDOT had a meeting on May 5 with the Greenville County Economic Development Corporation to discuss their future plans for the railroad line. SCDOT needed to know this so they could proceed with their design of the overpass bridge. The Corporation did not have the funding available to upgrade the rail line in addition to what they were doing as part of the Woodruff Road widening project. This involves raising the rail line so that the roadway can be raised to solve drainage problems.

The Corporation has asked that GRATS consider two items:

1. Only include in the project replacement of the substructure that would allow flexibility in the rail line's future use.
2. Approval of a future set-aside of funds equal to the cost of a light rail structure. These funds would be for future use by the Corporation when additional funds are available to upgrade the remainder of the rail line, or some decision is made as to the permanent intended use of the line.

Mr. Ulmer's hand out included preliminary cost estimates for the project: \$6,451,062 for road construction and a lifetime structure - rail line and bridge construction (Total 1); and \$5,126,722 for road construction and MSE abutment and substructure (Total 2). The difference in the amount of Total 1 minus Total 2 is

\$1,324,340. This would be the amount of set-aside funds mentioned in #2 above. Councilman Brooks asked if GRATS could put the set-aside funds in a trust account.

MOTION: By Senator Fair to allow the 1.324 million to be held in trust by GRATS for the Corporation, but their plans would be reviewed on an annual basis by GRATS. The motion carried.

Mr. Ulmer concluded his report by stating that the DOT would proceed with design of the abutments, but not the bridge and associated rail work.

The Chairman gave the Committee an update on Lewis Vaughn's condition. He is still in much pain from his recent surgery.

APPROVAL OF ENHANCEMENT PROGRAM AND UPWP

John Owings presented the enhancement projects requested for FY 2001 and the amount of funds allocated to each project. The total Federal share is \$662,504.

He summarized the work to be done by staff and consultants in the FY2001 Unified Planning Work Program and asked the Committees approval of the work program.

MOTION: By Mayor White, seconded by Chairman Brooks, to approve both the Enhancement Program and the UPWP for FY 2001. The motion carried.

AMENDMENT OF TIP AND APPROVAL OF FY2001 TIP

Ed Hutchinson stated that the Committee needed to approve the TIP, which is the work program for the year. This action is taken every year here were only a couple of changes to this year's TIP.

1. A van has been requested by each of the following agencies: Senior Action, Greenville County Disability and Special Needs Board, and Phyllis Wheally Association.

2. The Western Corridor was originally three separate projects. It is now going to be condensed into one project for letting.

MOTION: By Councilman Brooks to approve the TIP and amendments. The motion carried.

There being no further business to come before the Committee, the Chair called for a motion to adjourn.

MOTION: By Councilman Johnson to adjourn. The motion carried. The meeting adjourned at 10:40 a.m.

RR WOODRUFF RD. (I)

- * - GREENVILLE CO. ECONOMIC DEVELOPMENT CORP. IS ASKING FOR ~~GRATS~~ ~~GRANTS~~ ~~TO CONSTRUCT THE BRIDGE~~ PROVIDE THEM SOME ASSURANCE THAT IF THE RR BRIDGE IS NOT CONSTRUCTED THAT THEY ASSIST IN SECURING FUNDS FOR THE CONSTR. AT SOME LATER DATE. ~~GRATS~~
- THE AMOUNT OF THE FUNDING WILL BE CAPPED BY THE DIFFERENCE BETWEEN THE COST OF THE PROJECT W/ THE BRIDGE & COST W/O THE BRIDGE -
(IN KIND STRUCTURE - LIGHT RAIL)
- GCEDC IS NOT YET SURE WHAT THE FUTURE HOLDS FOR THE RAIL LINE. ~~GRATS~~
- GCEDC RECOMMENDED IN MTG. OF FRI. MAY 5 THAT ONLY THE ABUTMENTS BE CONSTRUCTED UNTIL SUCH TIME AS GCEDC MADE A DECISION ON FUTURE PLANS FOR THE RAIL PROPERTY.
- THE ABUTMENTS WILL BE CONSTRUCTED TO ACCOMMODATE A SHIPPING RAIL BRIDGE IF THE GCEDC SO CHOOSES TO CONSTRUCT ONE AT SOME LATER DATE.
- D - SCDOT, CRM, & GCEDC MET 5/5 TO DISCUSS PLANS FOR THE RR OP. SO THAT SCDOT COULD PROCEED WITH DESIGN OF PROJECT

P

- DOT'S INTENT IS/WAS TO PROVIDE LIGHT RAIL STRUCTURE WITH THE ASSOCIATED GRADING FOR THE LINE.

- HAND OUT

Summary By R. GREEN

Railroad Crossing Over SC146 (Woodruff Road)

Greenville County Economic Development Corporation is the owner of the track.

May 5, 2000: A meeting is held with SCDOT Program Management to determine disposition of the bridge during the widening of SC146. GCEDC does not have a firm plan for the future use and presently has no funds to upgrade the bridge. The decision was made to construct abutments (end bents, pile caps, MSE walls) only as part of the road widening project.

Partial list of attendees; Dozier Brooks, Steve Selby, Peter Strub, Dan Chism, Kevin Ulmer, Randy Green, Joan Peters

May 15, 2000: GRATS Policy Coordinating Committee discusses disposition of railroad crossing. GCEDC (as represented by D. Brooks) asked that only the abutments be constructed as part of the road widening project and that \$1,324,340 be put aside in GRATS trust until at such future time a decision be made regarding the future use of the rail line. GRATS passes a motion to do so.

General:

SCDOT inspects bridge every two years to verify horizontal and vertical clearances. A search is currently being conducted to determine if there are any outstanding agreements with GCEDC. An inquiry has been made to District 3 to determine if any inspections have been made. That information will be forwarded when it becomes available.

08/19/2003

Hall, Christy A

From: Dan Chism [dchism@davisfloyd.com]
Sent: Tuesday, May 04, 2004 10:34 AM
To: Hall, Christy A
Cc: Ulmer, Kevin; Green, Randy - CRM West; Jennifer Bragg
Subject: RR Bridge for GCEDC over SC 146 - File No. 23.464A



AttorneyLetter.pdf

Christy,

Attached is a copy of a letter from the GCEDC Attorney that I recieved last week while I was on vacation. I will briefly recap the events leading up to today.

This issue was worked fairly extensively between Nov 1999 and May 2000 by Kevin Ulmer/Becky Crieghton and myself. At the time, the RR line appeared abandoned and the cost estimate indicated that the Department could save \$1.35 million by not building the bridge and associated track work. The effort to secure approval for this approach was culminated when GCEDC agreed to a "future like kind replacement" in a May 5, 2000 meeting held in the District 3 Conference room. Their only request was that they recieve something in writing from the Department that assured them of future funding. I understood that all of this information was relayed during the Department's presentation of the Woodruff Rd project before the GRATS Policy Committee on May 15, 2000. I understood that GRATS concurred with the Department's recommendation on this approach to the project and that Senator Smith, while he did not guarantee future funding of a replacement bridge, committed that every effort would be made to provide funding if and when GCEDC ever needed the bridge.

When the issue of SCDOT providing something in writing came up a couple of years ago, Kevin asked me to relay that SCDOT could not provide that since it was not the Department's money but GRATS and that the minutes of the May 2000 GRATS meeting contained the assurance to GCEDC. I verbally relayed this information to Peter Strub, who was on the GCEDC Board the time.

A few months ago, Ms. Bragg indicated that the issue had come up again and asked my recollection of the events. This information was provided to Randy and I understand that the issue is now in the Department's hand. Please let me know if you need any other information from me.

GREENVILLE

CHARLESTON

COLUMBIA

FLORENCE

Haynsworth
Sinkler Boyd, P.A.

ATTORNEYS AND COUNSELORS AT LAW

April 27, 2004

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Mr. J. Daniel Chism, PE
Davis & Floyd
Engineering, Architecture
Environmental & Laboratory Services
1319 Reynolds Street
P. O. Drawer 428
Greenwood, South Carolina 29648

Re: Greenville County Economic Development Corporation – Woodruff Road improvements
(Greenville County)

Dear Mr. Chism:

As you may recall, we are attorneys for Greenville County Economic Development Corporation ("GCEDC"), which owns a railroad line and trestle over Woodruff Road near the road's intersection with Laurens Road. It is our understanding that the South Carolina Department of Transportation ("SCDOT") is obtaining bids to widen Woodruff Road, thereby necessitating replacement of GCEDC's line and trestle

Several years ago, GCEDC discussed with you plans for replacing the line and trestle, including GCEDC's consideration of a plan whereby the road widening could be accomplished without immediately replacing the trestle and line. However, GCEDC never received enforceable agreements from SCDOT or other entities regarding such matters, and consequently, GCEDC is concerned that the Woodruff Road project may be proceeding without due consideration of how and when the trestle and railroad line will be replaced over the new Woodruff Road. I would appreciate your contacting me about this matter so that communications can be established with the appropriate GCEDC representatives.

Pending resolution of the above matters, no action should be taken to remove or damage the existing trestle and railroad line.

Very truly yours,


Andrew J. White, Jr.

AJWjr:sec

CC: Phyllis Henderson, Chairman, GCEDC
✓ Kevin Ulmer, SCDOT

** Invited Jimmy Foster*

Hall, Christy A

From: White, Andy [awhite@hsblawfirm.com]
Sent: Wednesday, July 14, 2004 9:32 AM
To: Hall, Christy A
Subject: RE: Greenville County Economic Development Corporation and Woodruff Road

The 27th is correct. Sorry about the typo.

Andy

-----Original Message-----

From: Hall, Christy A [mailto:HallCA@dot.state.sc.us]
Sent: Wednesday, July 14, 2004 8:51 AM
To: White, Andy
Subject: RE: Greenville County Economic Development Corporation and Woodruff Road

Andy,

I had marked July 27 on my calendar for us to meet, but I see below that you actually said July 17, which is a Saturday. Is July 17 the date you were looking for? If so, I cannot make a meeting on a weekend. Can we reschedule to July 27??

Thanks,
 Christy

-----Original Message-----

From: White, Andy [mailto:awhite@hsblawfirm.com]
Sent: Tuesday, July 13, 2004 4:56 PM
To: Hall, Christy A
Subject: RE: Greenville County Economic Development Corporation and Woodruff Road

Great. The meeting will be July 17, 9 am here. Meeting with you will be me, Peter Strub, Pat Haskell-Robinson and Scott Case.

My office is the building right behind the courthouse (formerly the First Citizens Bld.). Our main reception is located on the 11th floor. I'll look for you then.

Andy

-----Original Message-----

From: Hall, Christy A [mailto:HallCA@dot.state.sc.us]
Sent: Tuesday, July 13, 2004 4:15 PM
To: White, Andy
Subject: RE: Greenville County Economic Development Corporation and Woodruff Road

Andy-

9 am is good for me.

Christy

-----Original Message-----

From: White, Andy [mailto:awhite@hsblawfirm.com]
Sent: Tuesday, July 13, 2004 2:57 PM

7/26/2004

To: Hall, Christy A
Subject: RE: Greenville County Economic Development Corporation and Woodruff Road

How about 9 am on the 27th instead of 10 am?

-----Original Message-----

From: Hall, Christy A [<mailto:HallCA@dot.state.sc.us>]

Sent: Friday, July 02, 2004 2:42 PM

To: awhite@hsblawfirm.com

Subject: Greenville County Economic Development Corporation and Woodruff Road

> Mr. White,

> I am the project manager for the Woodruff Road widening project and I have recently received a letter you sent to Mr. Dan Chism concerning the Woodruff Road Project. Would it be possible for us to set up a meeting with you and whomever from the GCEDC is appropriate so that we can discuss the Woodruff Road project in relation to the rail road crossing? I would appreciate the opportunity to meet with you and discuss the situation concerning the rail line.
Thanks,

>

> Christy A. Hall, P.E.

> Program Manager

> Upstate Metropolitan Areas

> (864) 241-1010

>

7/26/2004

Hall, Christy A

From: Hall, Christy A
Sent: Tuesday, July 27, 2004 3:02 PM
To: 'White, Andy'
Cc: 'phrobin@therobinsonco.com'; 'pmstrub@transystems.com'; 'SCase@tfm-co.com'; 'Forbes, Jimmy'
Subject: RE: Greenville County Economic Development Corp./Woodruff Road Widening

Thanks for the quick response Andy.

I have already started working on analyzing the estimate and running some financial scenarios for the GPATS program. We will need to discuss this with GPATS in the near future as this could significantly affect the project and their program. Also, FYI - After checking the files, it appears that approximately 3600 linear feet of railroad track would need to be reworked because of the grade change.

Just to double check some assumptions that were made on the design-side, can you guys verify this design criteria that was, according to our files, agreed upon at the May 5 2000 meeting?

- It will be a single track railroad bridge
- Use Cooper E 80 live loading
- Use a single, 80 ft span over Woodruff Rd

A couple of questions I have are (1) if we were to rebuild the bridge sooner rather than later, will GCEDC be actually be utilizing the line? I hope you can understand our concern because of the recent criticism we have faced over the LP Hollis crossing. and (2) Is the current bridge over Woodruff Rd passable and structurally sufficient now?

Thanks for all of your help and we look forward to continuing to work with you on this,

Christy A. Hall, P.E.
SCDOT Program Manager
(864) 241-1010

-----Original Message-----

From: White, Andy [mailto:awhite@hsblawfirm.com]
Sent: Tuesday, July 27, 2004 12:44 PM
To: Hall, Christy A
Cc: 'phrobin@therobinsonco.com'; 'pmstrub@transystems.com'; 'SCase@tfm-co.com'
Subject: Greenville County Economic Development Corp./Woodruff Road Widening

Christy, we appreciated you, Jimmy and Wes meeting with us this morning. After you left, we discussed the various proposals identified at the meeting. While there presently is no rail usage on the subject line, the line is in usable condition and most recently was used for the storage of rail cars. GCEDC intends to generate revenue by using the line for car storage, and removal of the trestle would impact that potential use.

As we mentioned to you today, the full board in its last meeting expressed the consensus that GCEDC not rely on a written agreement for future replacement of the trestle unless that agreement is either (a) directly with SCDOT in a contract, or alternatively (b) the agreement is backed up with actual money held in trust. You informed us that neither of these proposals would be possible, and that did not surprise us.

Although you encouraged GCEDC to consider contracting directly with GPATS to replace the trestle in the future, in our post-meeting discussions today we decided that this course of action is too

7/27/2004

fraught with uncertainty (both legal and political) to be feasible. Therefore, GCEDC has concluded that replacement of the trestle should be included in the present road widening project, which would insure that all the necessary funds are committed to replace the trestle. However, if it would be helpful to funding the project, GCEDC's board probably would agree that the new trestle would not have to be completed until 3 years after the present trestle is taken down. Although such delay potentially could decrease the economic utility of the line for GCEDC, GCEDC probably would be willing to make that contribution to the widening project.

Because you are on a tight time line for the project, we wanted to make you aware of our present thinking now rather than later. Please be assured that we took your concerns seriously and that our decision rests on our belief that we have no other viable alternative. If you believe there are other alternatives we should consider, or if you think additional information would be useful to us, the GCEDC representatives would be happy to meet with you again to review our decision.

Regards,

Andy

Haynsworth Sinkler Boyd, P.A.
75 Beattie Place, 11th Flr.
P.O. Box 2048
Greenville, SC (Zip for street:29601; Zip for P.O. Box:29602)
Direct Line: 864.240.3266

7/27/2004

NOTE TO FILE

July 24, 2004

A meeting was held on July 27 2004 at the Haynesworth, Sinkler Boyd Attorney Office at 75 Beattie Place with the Greenville County Economic Development Corporation (Represented by Pat Haskell-Robinson, Scott Case, Peter Strubb & attorney Andy White), GPATS (Represented by Jimmy Forbes) and SCDOT (Represented by Christy Hall and Wes Covington).

The purpose of the meeting was to discuss the upcoming Woodruff Rd project in relation to the existing GCEDC Railroad overpass on Woodruff Rd. GCEDC had sent a letter to SCDOT on April 27, 2004 demanding that the project not move forward until the issue involving the overpass was resolved with some sort of enforceable agreement. The meeting was a coordination meeting to gauge the GCEDC's needs and desires for the rail line and it's future possible use.

The current understanding by all parties is that the existing overpass will be removed and new abutments and MSE walls will be built to accommodate a future rail line as part of the project (see attached sketch). The overpass will not be replaced as part of the project. The overpass was envisioned to be replaced at a later date.

The history of the situation is that on May 5 2000, SCDOT and GCEDC met to discuss the situation and the budgetary situation of the GRATS program. SCDOT felt like money could be saved by only building the substructure (abutments and MSE walls) for the railroad bridge and not replacing the entire bridge. The estimated project savings was \$ 1,324,340 by not constructing the overpass. The GCEDC and SCDOT agreed to present the option to GRATS for approval. On May 15, 2000 SCDOT presented to GRATS two items for consideration: 1. Only include the substructure as part of the project and 2. set aside the \$ 1.324 M for the future bridge replacement. GRATS approved both motions and voted to review the situation annually.

Since May 2000, SCDOT proceeded with the plans to construct only the rail line abutments and MSE walls. Since May 2000, it appears that GRATS and SCDOT did not track the \$ 1.324 M financial commitment. Since GCEDC had not heard anything on the project since 2000, they sent in the April 27 letter.

Discussion topics at the meeting were:

- SCDOT requests that GCEDC and GPATS enter into an agreement to cover the terms and conditions of providing funding for the estimated \$ 1.3 M bridge replacement for the GCEDC rail line over Woodruff Rd.
- Does GRATS / GPATS have the legal authority to enter into a legal agreement?
- What does the \$ 1.3 M estimate include ? Does it include the railroad approach line adjustment?
- Scott Case said that they needed the \$\$ now and wanted to put it in their reserve account rather than let GPATS hold the \$\$. SCDOT indicated that this would not be acceptable to them.
- Peter Strubb mentioned that he had spoken with John Walsh about the issue and that John also felt like it was an issue between GRATS and GCEDC.

- SCDOT does not want to commit the \$ 1.3 M from it's funding. In other words, the agreement must involve GPATS as the funds will have to be approved by GPATS and come from their program. SCDOT prefers to not dictate to GPATS or commit GPATS funding without involving the GPATS Policy Committee.
- GCEDC claims that they need the bridge to be in service now because they claim that they can lease the track for storage. This was subsequently followed up with a comment that the line is currently not accessible from the ICAR side due to the rail line at the I 85 bridge being damaged by an accident 1 year ago. Peter Strubb also questioned the carrying / structural capacity of the existing bridge.
- GCEDC claimed that the lease-storage agreements were the only revenue generating sources they had available to them and that by not having access to part of their line (because of the Woodruff Rd gap) this would reduce their ability to market storage on all of their line.
- Several scenarios were discussed whereby GPATS could agree to fund the bridge replacement in the future. Option 1 would be to include as part of the existing project as an add-on at the end of the contract (assuming funding is available) Option 2 would be to set it up as a separate project in the STIP, as funding became available.
- SCDOT agreed to review the bridge replacement cost estimate as well as to review the effect of the potential \$ 1.3 M budgetary impact to the current GPATS financial plan. If the project add-on is not feasible now, when in the future would the replacement of the bridge be financially feasible?
- GCEDC wants to know if there would be any special conditions in an agreement, such as timelines? SCDOT indicated that there probably would be timeline restrictions and a sunset clause of 5- 8 years in the agreement and saying that the funding would be available when the GCEDC was ready to upgrade the line.
- GCEDC claims that they are not a public body and are a corporation trying to make money.
- GCEDC said that they were reluctant to rely on GPATS for funding approval in the future because of the changing nature and changing priorities the GPATS committee may face in the future. They were afraid that their funding would be in jeopardy unless SCDOT was a party to the agreement. SCDOT again commented that the agreement should be between GCEDC and GPATS.
- GCEDC said that they need to discuss the situation internally and would let us know how they felt within the next 30 days.

Following the meeting, PM Hall emailed Becky Creighton requesting that some scenarios be run on the GPATS program and also contacted Dan Chism with CRM West for copies of the original rail line bridge replacement estimate.

Hall, Christy A

From: Gardner, John [JoGardner@greenvillecounty.org]
Sent: Thursday, September 09, 2004 10:16 AM
To: Hall, Christy A
Subject: RE: GPATS meeting

I only got about half of this story from Jimmy two weeks ago. I wish I got pulled into some of these meetings, Jimmy holds GPATS very close to the vest.

I'm assuming Mike Fair's big speech about the "Swamp Rabbit" last meeting was connected to this issue. I'm assuming he supports this bridge?

I'll put the Woodruff Road project on the agenda for discussion and recommendation to GRATS. I'll include some info from your e-mail in the agenda memo, I'll let you check it before I send it. I'll put it on last so if you can't get there until after 11:00 that'll be fine.

I would support funding it with the first money we have available. Is there any way we could "AC" the bridge and pay it back with post-bonding money? I bet there's not enough state cash flow to do that.

Would AC allow it to be funded with local money and then paid back with '06 or '07 federal money? Maybe GCEDC could find a way to do that? CTC might even have a little cash flow buffer to work with. All that gets complicated, though.

Jimmy hasn't scheduled the next Policy Committee meeting yet. I've asked him to get on late Sept/early October.

John

-----Original Message-----

From: Hall, Christy A [mailto:HallCA@dot.state.sc.us]
Sent: Thursday, September 09, 2004 9:52 AM
To: jogardner@greenvillecounty.org
Subject: GPATS meeting

John,

I have had a significant issue arise on the Woodruff Rd project. The Greenville County Economic Development Corp (GCEDC) has essentially demanded that we fully replace the railroad bridge on the Woodruff Rd project. As you know, we had originally planned to only replace the substructure. I have met with them and their appears to be no much middle ground with them. They either want it replaced as part of the Woodruff Rd project or let as a separate project within the next couple of years. The problem is that if we add the additional cost to the existing project, we cannot let it for at least 2 years. We are so close budget-wise in the GPATS program, that any change in a project hurts...and this is a big change.

Jimmy Forbes and I met with GCEDC a few weeks ago and tried to strike a deal, but they were not willing to really negotiate. GCEDC claims that, although the line is not in service now, it restricts their ability to rent out storage room on a large portion of their tracks.

I feel as though we cannot receive bids on the project until this is worked out, so the project schedule may be in jeopardy (I was planning to

let it in January). I would like for us to discuss it at the next study team meeting and it will need to go before the policy committee for action.

One option that may would help, would be if GPATS made the replacement of this RR bridge their first new project after the bonding program. If GCEDC was agreeable to that (and I'm not sure they would be), then we could still let the Woodruff Rd project now and just let the RR bridge replacement happen whenever the needed \$\$ was accumulated.

Any thoughts??

Christy

Hall, Christy A

From: Gardner, John [JoGardner@greenvillecounty.org]
Sent: Thursday, September 09, 2004 12:04 PM
To: Hall, Christy A
Subject: RE: Greenville County Economic Development Corp./Woodruff Road Widening

Christy,

It does appear that we either program the bridge as part of the project or they take us to court. A very lawyerly letter.

Jimmy Forbes was ok with either of the phasing options we discussed -- Phase IIIb as the bridge, or Phase IIIb as the Rocky Slope Rd. to Laurens Rd. section of the project. Jimmy's big concern was that the recommendation come from SCDOT, as far as which phase to pursue.

Is one option likely to be more cost effective than the other?

Jimmy will schedule policy committee meeting after we have the study team. He wants to have a recommendation before scheduling policy committee.

John

-----Original Message-----

From: Hall, Christy A [mailto:HallCA@dot.state.sc.us]
Sent: Thursday, September 09, 2004 10:35 AM
To: jogardner@greenvillecounty.org
Subject: FW: Greenville County Economic Development Corp./Woodruff Road Widening

FYI

-----Original Message-----

From: White, Andy [mailto:awhite@hsblawfirm.com]
Sent: Tuesday, July 27, 2004 12:44 PM
To: Hall, Christy A
Cc: 'phrobin@therobinsonco.com'; 'pmstrub@transystems.com'; 'SCase@tfm-co.com'
Subject: Greenville County Economic Development Corp./Woodruff Road Widening

Christy, we appreciated you, Jimmy and Wes meeting with us this morning. After you left, we discussed the various proposals identified at the meeting. While there presently is no rail usage on the subject line, the line is in usable condition and most recently was used for the storage of rail cars. GCEDC intends to generate revenue by using the line for car storage, and removal of the trestle would impact that potential use.

As we mentioned to you today, the full board in its last meeting expressed the consensus that GCEDC not rely on a written agreement for future replacement of the trestle unless that agreement is either (a) directly with SCDOT in a contract, or alternatively (b) the agreement is backed up with actual money held in trust. You informed us that neither of these proposals would be possible, and that did not surprise us.

10/19/2004

Although you encouraged GCEDC to consider contracting directly with GPATS to replace the trestle in the future, in our post-meeting discussions today we decided that this course of action is too fraught with uncertainty (both legal and political) to be feasible. Therefore, GCEDC has concluded that replacement of the trestle should be included in the present road widening project, which would insure that all the necessary funds are committed to replace the trestle. However, if it would be helpful to funding the project, GCEDC's board probably would agree that the new trestle would not have to be completed until 3 years after the present trestle is taken down. Although such delay potentially could decrease the economic utility of the line for GCEDC, GCEDC probably would be willing to make that contribution to the widening project.

Because you are on a tight time line for the project, we wanted to make you aware of our present thinking now rather than later. Please be assured that we took your concerns seriously and that our decision rests on our belief that we have no other viable alternative. If you believe there are other alternatives we should consider, or if you think additional information would be useful to us, the GCEDC representatives would be happy to meet with you again to review our decision.

Regards,

Andy

Haynsworth Sinkler Boyd, P.A.
75 Beattie Place, 11th Flr.
P.O. Box 2048
Greenville, SC (Zip for street:29601; Zip for P.O. Box:29602)
Direct Line: 864.240.3266

10/19/2004

**Executive Summary regarding the
Railroad Crossing Over SC146 (Woodruff Road) - Greenville**

- SC 146 is currently a two lane, shoulder section. Year 2000 ADT: 11,600 vpd with 5% trucks.
- The currently planned GRATS roadway improvement project calls for the widening of SC 146 to a five lane curb and gutter section. Design Year 2020 ADT: 29,200 vpd
- Greenville County Economic Development Corporation is the owner of the track. The track is currently not in service. In early May 2000, GCEDC indicated that they do not have a firm plan for the future use and had no funds to upgrade the bridge.
- In mid May 2000, GRATS Policy Coordinating Committee discussed the disposition of the railroad crossing. GCEDC (as represented by D. Brooks) asked that only the abutments be constructed as part of the road widening project and that **\$1,324,340** be put aside in GRATS trust until at such future time a decision be made regarding the future use of the rail line. GRATS passes a motion to do so.
- Because of the GRATS directive, the current SCDOT construction plans indicate the removal of the existing railroad bridge and the construction of a portion of the substructure of a future railroad bridge (the end bents, the pile caps and a portion of the ultimate MSE walls). The design criteria that SCDOT has assumed for the ultimate structure is a Cooper E80 live loading and a single 80ft span over the roadway. In the future, it is expected that GCEDC would need to construct the superstructure of the bridge, make any necessary track alignments, build up the bridge seats, build the abutment backwalls and increase the height of the MSE walls in order to meet their needs. It was estimated by the VE Study Team that the construction of the future railroad bridge abutments as part of the SC 146 widening project added approximately \$ 300 k to the project cost.
- SCDOT inspects bridge every two years to verify horizontal and vertical clearances. The structure was built in 1918 and has approximately 13'6" vertical clearance and 10' right & 9.1' left horizontal clearance. A picture of the structure is attached.
- Currently, the right of way acquisition for the project is approximately 94% complete.
- Current proposed letting of the project is September 2004. Construction plans are being finalized.

Hall, Christy A

From: Gardner, John [JoGardner@greenvillecounty.org]
Sent: Tuesday, September 28, 2004 9:14 AM
To: Hall, Christy A
Subject: RE: Woodruff Rd

okay, just timing-wise if we miss this opportunity it may be January before they meet again.

-----Original Message-----

From: Hall, Christy A [mailto:HallCA@dot.state.sc.us]
Sent: Tuesday, September 28, 2004 8:48 AM
To: Gardner, John
Cc: Jordan, William E; Hinton, Daniel - FHWA; Forbes, Jimmy; Knudsen, Peter; Owings, John
Subject: RE: Woodruff Rd

John,

I want to wait and make sure GCEDC is OK with the proposal before we modify the TIP. Right now, it looks like the bonding agreement will not need to be amended.

Christy

-----Original Message-----

From: Gardner, John [mailto:JoGardner@greenvillecounty.org]
Sent: Tuesday, September 28, 2004 8:23 AM
To: Hall, Christy A
Cc: Jordan, William E; Hinton, Daniel - FHWA; Forbes, Jimmy; Knudsen, Peter; Owings, John
Subject: RE: Woodruff Rd

Christy,

Do we still need to do a TIP amendment to program the additional ROW funds? It may be a couple of months before the Policy Committee meets again.

Does the bond agreement have to be amended and approved by Policy Committee?

-----Original Message-----

From: Hall, Christy A [mailto:HallCA@dot.state.sc.us]
Sent: Monday, September 27, 2004 2:39 PM
To: Gardner, John; Jordan, William E; Hinton, Daniel - FHWA; Forbes, Jimmy; Frank Curti (E-mail); Knudsen, Peter; Owings, John; Phil Lindsay (E-mail); Wil Ravenhorst (E-mail); Wortkoetter, Judy
Subject: Woodruff Rd

Folks,

Since our GPATS Study Team meeting, I have been working through the GCEDC Railroad underpass issue. I have sent GCEDC a request for them to consider entering into an agreement directly with SCDOT regarding the substructure replacement and cash settlement for a future bridge by GCEDC. This tactic would allow us to continue with our road project as it is now (no phases) while treating GCEDC as a right of way tract. My intent would be to reach a monetary settlement with GCEDC so they could replace the bridge in the future. I have started my discussions with GCEDC to see if this is agreeable with them, and if it is, I will not do any presentation to

the Policy Committee about this. I will simply treat GCEDC as a tract of right of way along the corridor that needs to be settled. Looking at the finances, we will have to issue some more bonds to cover this ROW overrun, but it is do-able and probably the best way to get to a win-win for all of us.

Christy

Hall, Christy A

From: Hall, Christy A
Sent: Tuesday, October 05, 2004 2:02 PM
To: 'White, Andy'
Cc: phrobin@therobinsonco.com; pmstrub@transystems.com; SCase@tfm-co.com
Subject: RE: Greenville County Economic Development Corp./Woodruff Road Widening

Andy,

Thanks for the response. I am glad it looks like we have a workable solution for everyone. Let me work with my Right of Way section to put together something in writing and submit a draft to you for consideration with the GCEDC. After the draft agreement is prepared and you have some time to digest it, let's all meet and work out the differences.

Thanks,
Christy A. Hall, P.E.
SCDOT Program Manager

-----Original Message-----

From: White, Andy [mailto:awhite@hsblawfirm.com]
Sent: Monday, October 04, 2004 1:12 PM
To: Hall, Christy A; White, Andy
Cc: phrobin@therobinsonco.com; pmstrub@transystems.com; SCase@tfm-co.com
Subject: RE: Greenville County Economic Development Corp./Woodruff Road Widening

Christy, the GCEDC Woodruff Road trestle committee is receptive to your idea as a workable general plan, with our final consent of course contingent on all the details. What should we do next?

Andy

-----Original Message-----

From: Hall, Christy A [mailto:HallCA@dot.state.sc.us]
Sent: Monday, September 27, 2004 2:14 PM
To: White, Andy
Cc: phrobin@therobinsonco.com; pmstrub@transystems.com; SCase@tfm-co.com
Subject: RE: Greenville County Economic Development Corp./Woodruff Road Widening

Andy,

Since our last meeting, I have been working on resolving this issue regarding the GCEDC Railroad underpass on Woodruff Rd. I have looked at several scenarios for trying to meet all of our needs and have come back to what is probably the best win-win option for us. As I understand it, it all boils down to GCEDC getting assured that the bridge replacement money is available without delaying the roadway improvement project. As you know, the Woodruff Rd corridor is on the verge of seeing some dramatic landscape changes with the ICAR project and the school moving into the area. It would be in all of our interest to ensure that the roadway improvements do not get delayed.

Given the situation and the needs of both parties, I am wondering if GCEDC would be amenable to entering into an agreement directly with SCDOT regarding the underpass ?? The agreement would specify that GCEDC gives SCDOT the right to work within the Railroad Right of Way, concurs with the notion to construct the bridge substructure (MSE walls and end bents) and provides a cash settlement for use by GCEDC to construct the underpass superstructure (bridge) and raise the rail line accordingly to fit their schedule. I propose that this is the cleanest way for us all to settle this issue.

10/5/2004

Do you believe that this would be agreeable to GCEDC? If so, would you be my point of contact for submittal of my draft agreement?

Thanks,
Christy

SCDOT Program Manager
864 -241-1010

-----Original Message-----

From: White, Andy [mailto:awhite@hsblawfirm.com]

Sent: Tuesday, July 27, 2004 12:44 PM

To: Hall, Christy A

Cc: 'phrobin@therobinsonco.com'; 'pmstrub@transystems.com'; 'SCase@tfm-co.com'

Subject: Greenville County Economic Development Corp./Woodruff Road Widening

Christy, we appreciated you, Jimmy and Wes meeting with us this morning. After you left, we discussed the various proposals identified at the meeting. While there presently is no rail usage on the subject line, the line is in usable condition and most recently was used for the storage of rail cars. GCEDC intends to generate revenue by using the line for car storage, and removal of the trestle would impact that potential use.

As we mentioned to you today, the full board in its last meeting expressed the consensus that GCEDC not rely on a written agreement for future replacement of the trestle unless that agreement is either (a) directly with SCDOT in a contract, or alternatively (b) the agreement is backed up with actual money held in trust. You informed us that neither of these proposals would be possible, and that did not surprise us.

Although you encouraged GCEDC to consider contracting directly with GPATS to replace the trestle in the future, in our post-meeting discussions today we decided that this course of action is too fraught with uncertainty (both legal and political) to be feasible. Therefore, GCEDC has concluded that replacement of the trestle should be included in the present road widening project, which would insure that all the necessary funds are committed to replace the trestle. However, if it would be helpful to funding the project, GCEDC's board probably would agree that the new trestle would not have to be completed until 3 years after the present trestle is taken down. Although such delay potentially could decrease the economic utility of the line for GCEDC, GCEDC probably would be willing to make that contribution to the widening project.

Because you are on a tight time line for the project, we wanted to make you aware of our present thinking now rather than later. Please be assured that we took your concerns seriously and that our decision rests on our belief that we have no other viable alternative. If you believe there are other alternatives we should consider, or if you think additional information would be useful to us, the GCEDC representatives would be happy to meet with you again to review our decision.

Regards,

Andy

Haynsworth Sinkler Boyd, P.A.
75 Beattie Place, 11th Flr.
P.O. Box 2048

10/5/2004

Greenville, SC (Zip for street:29601; Zip for P.O. Box:29602)
Direct Line: 864.240.3266

10/5/2004

NOTE TO FILE

October 11, 2004

July 2004 – Received original estimate from Davis & Floyd for the GCEDC RR bridge structure on the Woodruff Rd Project

July 27 2004 – received an email from GCEDC indicating that the bridge replacement was critical to them and that it be included in the project or committed to by SCDOT.

September 16 2004 – PM Hall presented the issue to the GPATS Study Team. The issue was that the Woodruff Rd Project may have to be segmented or delayed because of the possible financial hit and uncertainty with the GCEDC regarding the RR Bridge. The preferred option identified by the study team was that the project as a whole move ahead and set up the RR bridge replacement as a second phase of the project. Other options considered were splitting the project at Rocky Slope.

Finance manager Becky Creighton finally responded in late September 2004 indicating that the anticipated additional project costs for the GCEDC RR Bridge could be absorbed by issuing additional bonds.

At the Sept 20, 2004 J Walsh (Deputy) meeting, JVW indicated that we could treat GCEDC as a tract of ROW and reach a financial settlement with them. With this renewed flexibility, PM Hall updated the estimate, contacted FHWA, RR Coordinator Jimmy Sheely and ROW director Rucker to pursue this option. It was decided that the best way to settle it was for Oscar to develop an agreement for GCEDC for settlement purposes. PM Hall contacted GCEDC and offered the option to settle the issue with an agreement and possible cash settlement. GCEDC agreed to this approach. This will null and void the options discussed at the Sept 16 2004 GPATS study team and will revert back to the approach originally identified in the May 15 2000 GPATS (GRATS) Policy Committee meeting.

Next steps are to finalize the agreement and plans.

Hall, Christy A

From: White, Andy [awhite@hsblawfirm.com]
Sent: Tuesday, November 30, 2004 10:59 AM
To: Hall, Christy A
Cc: 'pmstrub@transystems.com'
Subject: RE: Greenville County Economic Development Corp./ Woodruff Road Trestle

Christy, I suppose we are fairly flexible about your proposal so long as we get the new trestle, and to me it seems that timing would be the issue.

I am forwarding your reply to Peter Strub to mull over.

Regards,

Andy

-----Original Message-----

From: Hall, Christy A [mailto:HallCA@dot.state.sc.us]
Sent: Tuesday, November 30, 2004 10:49 AM
To: White, Andy
Cc: pmstrub@transystems.com
Subject: RE: Greenville County Economic Development Corp./ Woodruff Road Trestle

Andy,

Thanks for the update. My primary need is to keep the roadway project on schedule. It would be extremely difficult for me to add the trestle replacement into the existing project as I am packaging up plans now. But, I recognize your concerns and needs also. I don't dispute GCEDC's need to replace the trestle now vs some date way out in the future. How about the option of structuring our agreement to allow GCEDC to replace the trestle themselves on their own dictated schedule? If we could do it this way, GCEDC would have total control over the plans, specs and schedule. It would work like this:

1. we reach agreement on the \$\$
2. SCDOT to cut a check to GCEDC for the agreed upon \$\$
3. GCEDC to build the new trestle they need themselves using their own contractor (with the clearances needed for the new roadway)
4. SCDOT to build the new roadway underneath

Nothing in this arrangement would prevent GCEDC from starting construction as soon as it was ready.

There are a couple of details that need to be worked out: demo of the existing trestle (a historical group is interested in doing this at no charge to either of us), decide how to handle the trestle substructure / mse walls (either GCEDC build or SCDOT build) and GCEDC needs to grant SCDOT right of entry/ permission to work in the RR ROW until we get these details hammered out.

Please let me know what your thoughts are on this as soon as possible.

Thanks,
Christy A Hall, P.E.
SCDOT Program Manager

-----Original Message-----

From: White, Andy [mailto:awhite@hsblawfirm.com]
Sent: Tuesday, November 30, 2004 10:26 AM

12/7/2004

To: Hall, Christy A

Cc: 'pmstrub@transystems.com'; 'Yudice, Sandra'

Subject: Greenville County Economic Development Corp./ Woodruff Road Trestle

Christy, shortly after receiving your Oct. 4 proposal, Railtex (another railroad) contacted GCEDC about storing cars on the southern line, which includes the Woodruff Road trestle. We are negotiating with Railtex on storage fees which will produce significant income for GCEDC, and it now becomes important that we maintain usage of the southern line with the trestle in place (recognizing of course that the Woodruff Road widening would result in a temporary loss of usage for a reasonable time to replace the trestle). We are losing a lot of storage capacity at the ICAR site due to new road crossings that will be constructed there, and thus the area served by the Woodruff Road trestle has become even more important as a rail car storage site.

Due to the above circumstances, GCEDC at its board meeting last week decided that any widening of Woodruff Road must include replacement of the trestle as immediately as possible. We know that this presents a problem for GPATS, but you understand why GCEDC now cannot support any road development proposals under which the Woodruff Road trestle would *not* be replaced.

Sincerely,

Andy

12/7/2004

DRAFT

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

AGREEMENT

THIS AGREEMENT is made this ____ day of November 2004, by and between the South Carolina Department of Transportation (hereinafter, "SCDOT") and the Greenville County Economic Development Corporation (hereinafter, "GCEDC").

WHEREAS, SCDOT proposes to improve and widen S. C. Route 146 (Woodruff Road) in Greenville County; and

WHEREAS, GCEDC is the owner of a railroad bridge and right of way for the operation of a rail line over Woodruff Road, which rail line is not presently operating;

WHEREAS, in order to accomplish the widening of Woodruff Road it is necessary to remove GCEDC's railroad bridge; and

WHEREAS, GCEDC does not intend to abandon the right of way and intends at some a point in the future to resume operation of the rail line, at which time it will be necessary to replace the bridge structure over Woodruff Road; and

WHEREAS, the parties desire to enter into this agreement to set forth the parties agreement as to the removal of the bridge structure;

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties agree as follows:

SECTION 1 SCDOT RESPONSIBILITIES

SCDOT, its successors or assigns shall:

- A. Remove or have removed, at its sole cost and expense, the existing bridge structure as part of SCDOT's construction project for the improvement and widening of Woodruff Road.
- B. Pay to the GCEDC the sum of \$_____ as full and complete payment for the destruction of the existing bridge structure.

DRAFT

SECTION 2 GCEDC RESPONSIBILITIES

GCEDC, its successors and assigns, shall:

- A. Grant to the SCDOT an easement for the construction and maintenance of the improvements to Woodruff Road as shown on plans prepared by the SCDOT by execution and delivery of a proper Deed to Right of Way to be prepared by SCDOT.
- B. Grant, and does hereby grant, to SCDOT the right to enter upon the property of the GCEDC for the purposes of the demolition and removal of the existing bridge structure over Woodruff Road.
- C. Prepare all necessary plans for and construct, at GCEDC's sole cost and expense, a replacement bridge over Woodruff Road at such time as the GCEDC requires such bridge. Prior to construction of the replacement bridge, GCEDC shall submit the construction plans to SCDOT for review and approval of the vertical and horizontal clearances of the bridge and traffic control plan for construction.
- D. Release, and hereby does release, SCDOT from any and all claims or causes of action for payment as a result of the removal of the bridge structure.

SECTION 3 TERMINATION

This Agreement may be terminated by the parties hereto only by mutual agreement.

SECTION 4 GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the substantive laws of the State of South Carolina, without regard to choice of law principles.

SECTION 5 COMPLIANCE WITH LAWS

The parties hereto agree to comply with all applicable State, Federal and local laws, rules, and regulations.

SECTION 6 SUCCESSORS AND ASSIGNS

The parties hereby bind themselves, and their successors and assigns, to the terms of this Agreement. Neither party shall assign or transfer its interest in the Agreement without written consent of the other party.

DRAFT

SECTION 7 ENTIRE AGREEMENT

This Agreement sets forth the full and complete understanding of the parties as of the dates set forth below, and it supercedes any and all agreement and representations made or dated earlier.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this ____ day of November 2004.

**GREENVILLE COUNTY ECONOMIC
DEVELOPMENT CORPORATION**

WITNESSED BY:

By: _____

Its: _____

**SOUTH CAROLINA DEPARTMENT
OF TRANSPORTATION**

WITNESSED BY:

By: _____

Its: State Highway Engineer

Official
Board

K/M HALL NOTES
NOTES

NOTES NOTES/NOTAS

GCEDC Meeting

1/18/05

Butch Kirven, Pat Haskell-Robinson, Peter Stuller,
Scott Case (by phone), Andy White, Cort Flint

Dennis Handwork, C. Hall

- approved Nov 2 minutes - Passed
- Jan 12 conf call minutes - approved

→ SCOT: Woodbuff Rd

need right of entry

Peter Stuller negotiating w/ RailTex re
Storage rental. :: replacement is
critical.

- this affects their future revenue.
- wanted to make deal soon.

- ES80 design substructure.
- 117 ft span

- so may no storage
- left side of bridge storage area would be
cut off w/o bridge in place.

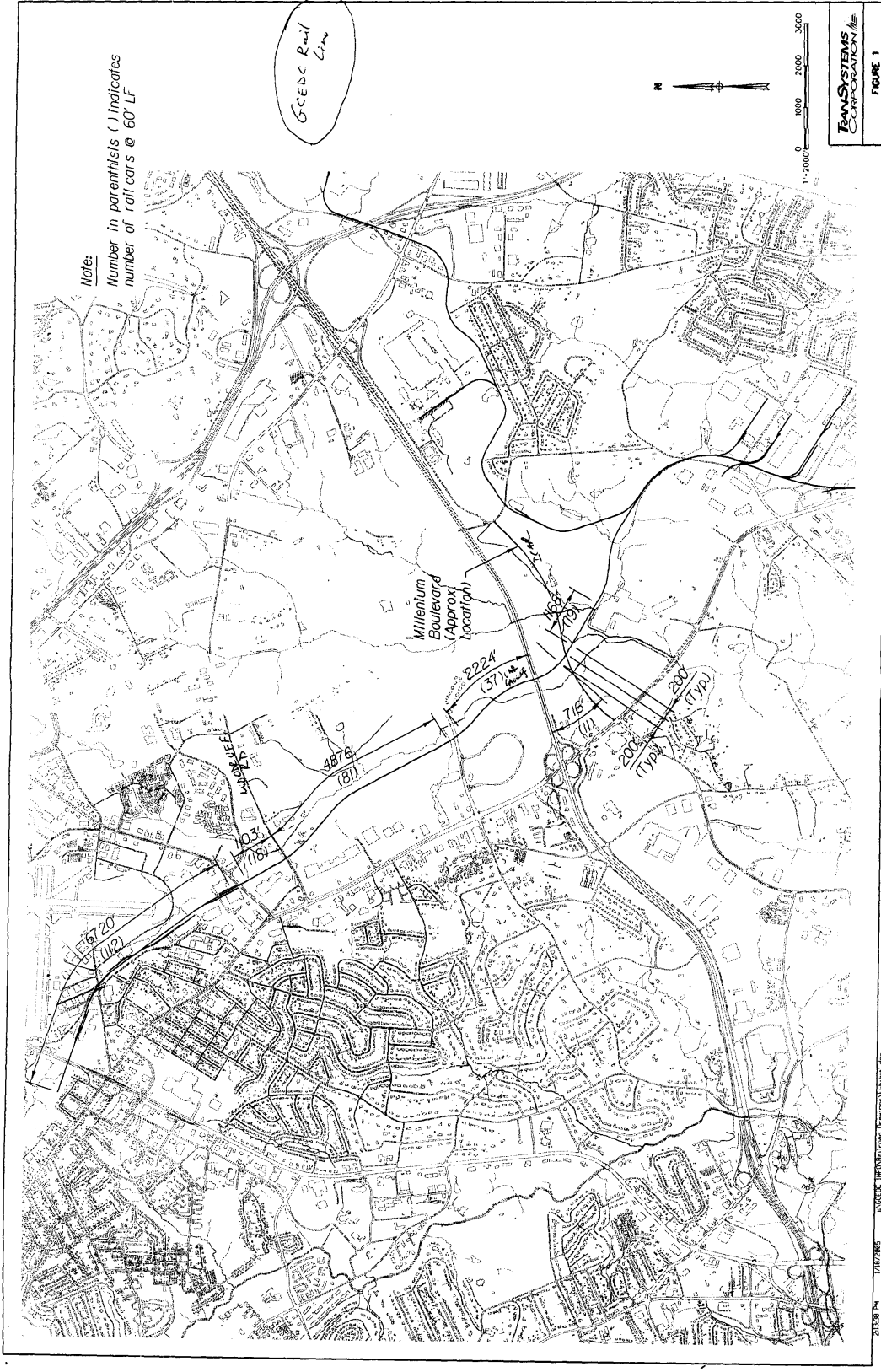
1.2^M bridge

1.2^M bridge

1,200 k bridge
50 k design
200 k Rail
50 k CEI

Peter Stuller's
estimate.

\$ 1.5M



STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

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WHEREAS, GCEDC does not intend to abandon the right of way and intends at some a point in the future to resume operation of the rail line, at which time it will be necessary to replace the bridge structure over Woodruff Road; and

WHEREAS, the parties desire to enter into this agreement to set forth the parties agreement as to the removal and replacement of the bridge structure;

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties agree as follows:

SECTION 1 SCDOT RESPONSIBILITIES

SCDOT, its successors or assigns shall:

- A. Remove or have removed, at its sole cost and expense, the existing bridge structure as part of SCDOT's construction project for the improvement and widening of Woodruff Road. SCDOT will have ownership of the trestle upon execution of this agreement. SCDOT does not accept responsibility for any environmental liabilities pertaining to the trestle removal.
- B. SCDOT will, as part of the Woodruff Road project, build the abutments and Mechanically Stabilized Earth (MSE) walls as specified in the Woodruff Road construction plans. The substructure has been designed to an ES 80 loading in accordance with discussions with the GCEDC.
- C. Establish a budget of \$ 1,500,000 which is the estimated cost of replacement of the existing GCEDC bridge structure and rail replacement, including design, construction and CEI (construction engineering inspection) services.

DRAFT

- D. The \$1,500,000 budget will be re-evaluated and adjusted up or down based upon the receipt of bids by GCEDC for the actual trestle and rail replacement. SCDOT's absolute maximum amount payable to GCEDC regarding this trestle and rail replacement is capped at \$ 2,500,000. Payment of the final negotiated settlement amount will be made in two parts. Part One, payable to GCEDC, is \$50,000 for design services and contract bid document preparation for the trestle replacement including rail replacement. Part One is payable within 30 days from final execution of this agreement. Part Two will be based on the lowest actual bid price received by GCEDC for the trestle replacement. Part Two is payable once GCEDC awards the construction contract for the trestle and rail replacement.
- E. SCDOT agrees to reasonably cooperate and coordinate with GCEDC regarding the actual construction activities pertaining to the trestle replacement to be done by GCEDC and the Woodruff Road widening project.
- F. SCDOT has the right to review, comment and approve the proposed trestle and rail plans. GCEDC shall submit the construction plans to SCDOT for review and approval of the vertical and horizontal clearances of the bridge and traffic control plan for construction.

SECTION 2 GCEDC RESPONSIBILITIES

GCEDC, its successors and assigns, shall:

- A. Grant to the SCDOT an easement for the construction and maintenance of the improvements to Woodruff Road as shown on plans prepared by the SCDOT by execution and delivery of a proper Deed to Right of Way to be prepared by SCDOT.
- B. Grant, and does hereby grant, to SCDOT the right to enter upon the property of the GCEDC for the purposes of the demolition and removal of the existing bridge structure over Woodruff Road.
- C. GCEDC agrees to reasonably cooperate and coordinate with SCDOT regarding the actual construction activities pertaining to the trestle replacement to be done by GCEDC and the Woodruff Road widening project.
- D. Prepare all necessary plans for and construct, a replacement bridge and associated rail work over Woodruff Road. Prior to construction of the replacement bridge, GCEDC shall submit the construction plans to SCDOT

DRAFT

for review and approval of the vertical and horizontal clearances of the bridge and traffic control plan for construction.

- E. GCEDC shall receive three written bids from contractors for the trestle and rail replacement. These three bids shall be provided to SCDOT.
- F. Release and hold harmless SCDOT from and against any further claims of payment for the bridge removal and/or replacement once Payment Two, as described in 1-D is negotiated and made.
- G. Provide SCDOT the preliminary trestle and rail plans for review and comment prior to seeking bids on the GCEDC's construction activities.
- H. GCEDC agrees that the funds identified and received through this agreement will be utilized only for the activities relating to the Woodruff Road trestle replacement. GCEDC agrees to place these funds in a trust/escrow account to be determined by GCEDC.

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DRAFT

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement this ____ day of _____ 2005.

GREENVILLE COUNTY ECONOMIC
DEVELOPMENT CORPORATION

WITNESSED BY:

By: _____

Its: _____

SOUTH CAROLINA DEPARTMENT
OF TRANSPORTATION

WITNESSED BY:

By: _____
Its: Deputy State Highway Engineer

Recommended by: _____
Title: Program Manager

DRAFT

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

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- B. SCDOT will, as part of the Woodruff Road project, build the abutments and Mechanically Stabilized Earth (MSE) walls as specified in the Woodruff Road construction plans. The substructure has been designed to an ES 80 loading in accordance with discussions with the GCEDC.
- C. Establish a budget of \$ 1,500,000 which is the estimated cost of replacement of the existing GCEDC bridge structure and rail replacement, including design, construction and CEI (construction engineering inspection) services.

DRAFT

- D. The \$1,500,000 budget will be re-evaluated and adjusted up or down based upon the receipt of bids by GCEDC for the actual trestle and rail replacement. SCDOT's absolute maximum amount payable to GCEDC regarding this trestle and rail replacement is capped at 25% over the \$1,500,000 budget which is equivalent to \$1,875,000. Payment of the final negotiated settlement amount will be made in two parts. Part One, payable to GCEDC, is \$50,000 for design services and contract bid document preparation for the trestle replacement including rail replacement. Part One is payable within 30 days from final execution of this agreement. Part Two will be based on the lowest actual bid price received by GCEDC for the trestle replacement. Part Two is payable once GCEDC awards the construction contract for the trestle and rail replacement.
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DRAFT

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- G. Provide SCDOT the preliminary trestle and rail plans for review and comment prior to seeking bids on the GCEDC's construction activities.
- H. GCEDC agrees that the funds identified and received through this agreement will be utilized only for the activities relating to the Woodruff Road trestle replacement. GCEDC agrees to place these funds in a trust/escrow account to be determined by GCEDC.

SECTION 3 TERMINATION

This Agreement is valid for a 5 year period from the date of execution. Once the 5 year period expires, the Agreement is voided. Prior to the 5 year sunset, the Agreement may be terminated by the parties hereto only by mutual agreement.

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DRAFT

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement this ____ day of _____ 2005.

GREENVILLE COUNTY ECONOMIC
DEVELOPMENT CORPORATION

WITNESSED BY:

By: _____

Its: _____

SOUTH CAROLINA DEPARTMENT
OF TRANSPORTATION

WITNESSED BY:

By: _____
Its: Deputy State Highway Engineer

Recommended by: _____
Title: Program Manager



Richard Streeter FOIA Request F05-102 dated March 10, 2005

SCDOT Documents dated after Jan 1 1998 regarding
SC 183 (Cedar Lane – LP Hollis Highway) / GCEDC Railroad Trestle



Greenville Western Corridor - Phase III
for
The LPA Group Inc.
Project No. CS065007
Railroad Coordination
by
De Leuw, Cather & Company
Project No. 660455

STATUS REPORT

Prepared: June 28, 1999

Coordination with Railroads:

Norfolk-Southern (N-S): De Leuw, Cather and Company (DCCO) received in May 14, 1999 advance comments from N-S prepared by consultant Ralph Whithead Associates (RWA) on the preliminary railroad relocation plans. N-S is still compiling comments from their internal communications and operations divisions and will forward these to DCCO as soon as they become available. Comments from RWA have been addressed by DCCO, with the exception of the requirement that Curve 8 as shown on the plans be a maximum 12 degree curve. Since we are matching the curvature of the existing interchange track, it was verbally approved by Tom Bracey of N-S that this curve could be 14 degrees, which is what the current design shows.

Greenville County: The County of Greenville finalized the purchase of the former Carolina Piedmont railroad line from RailTex, Inc. and the South Carolina Central Railroad on May 28, 1999. DCCO contacted the County Manager, Gerald Seals, who indicated the County plans to keep it as an operational short-haul rail line, and may contract back to RailTex to remain operating the line. DCCO had previously received approval for the preliminary railroad relocation plans from RailTex on January 4, 1999. Mr. Seals indicated that there should be no need for an additional review by Greenville County of the railroad relocation plans at this time.

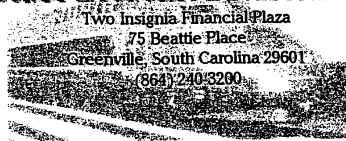
CSX: No recent coordination. DCCO will forward finalized railroad relocation and bridge/roadway plans when available for coordination of the viaduct construction over the CSX track.

DESIGN AND PLAN SET PREPARATION:

Revised railroad relocation plans, profiles and cross sections were prepared and submitted per schedule to LPA Group June 21, 1999. DCCO will next incorporate LPA prepared drainage design onto current railroad relocation CAD drawings.

Due July 9

GREENVILLE COUNTY ECONOMIC DEVELOPMENT CORPORATION



Board of Directors

Dozier Brooks
Chairman

Patricia Haskell-Robinson
Secretary

Stephen Selby
Treasurer

Peter Strub

Paul Wickensimer

January 10, 2000

Mr. Paul D. Elman, PE
Project Engineer
Parsons Transportation Group, Inc.
1133 15th Street, NW
Washington, DC 20005

Re: Greenville Western Corridor
SC Route 183 Railroad relocation plans

Dear Mr. Elman:

Gerald Seals
President

On December 17, 1999, the Greenville County Economic Development Corporation (GCEDC) Board of Directors discussed the above referenced project from the South Carolina Department of Transportation.

The Board is supportive and accepted the SCDOT plans for the relocation of the railroad crossing for the Western Corridor at SC Route 183 as they are currently in place. It is my understanding that SCDOT will fund this relocation and that the GCEDC will not reimburse the Department for these expenditures.

In the event of any changes, please provide any additional and all pertinent information to Mrs. Patricia Haskell-Robinson, Mr. Peter M. Strub, and attorney Wesley Crum for their review prior to any further action at the following address:

Patricia Haskell-Robinson, Secretary
Greenville County Economic Development Corporation
c/o Robinson Company of Greenville, Inc.
1225 South Church Street
Greenville, SC 29605

If you have any questions do not hesitate to contact Mrs. Pat Haskell-Robinson, Mr. Peter Strub, or me.

In the Spirit of Excellence,



Gerald Seals, President
Greenville County Economic Development Corporation

pc: Dozier Brooks, Chairman, Board of Directors, GCEDC
Paul Wickensimer, Member, Board of Directors, GCEDC
Stephen Selby, Member, Board of Directors, GCEDC
Peter Strub, Board of Directors, GCEDC
Patricia Haskell-Robinson, Secretary, Board of Directors, GCEDC
Wesley Crum, Haynsworth, Marion, McKay & Guerard
Don Fogle, City Engineer, City of Greenville

Hall, Christy A

From: White, Andy [awhite@hsblawfirm.com]
Sent: Monday, October 18, 2004 10:35 AM
To: Hall, Christy A
Subject: RE: GCEDC line on LP Hollis Highway
Sensitivity: Confidential

In 1999/2000 we did not have full info as to how much it would cost to restore the northern line.

-----Original Message-----

From: Hall, Christy A [mailto:HallCA@dot.state.sc.us]
Sent: Monday, October 18, 2004 10:15 AM
To: White, Andy
Subject: RE: GCEDC line on LP Hollis Highway
Sensitivity: Confidential

Thanks for the info Andy. Did you guys think you were closer to having it operational back in 1999 / 2000 ? I am getting questioned alot about the work we are doing on the line and being asked why we are doing it. My answer has simply been that we reached an agreement with GCEDC in 1999 / 2000 regarding the crossing and we have honored that agreement. GCEDC was treated no differently than any other RR / property owner impacted by a roadway project.

Christy

-----Original Message-----

From: White, Andy [mailto:awhite@hsblawfirm.com]
Sent: Monday, October 18, 2004 10:08 AM
To: Hall, Christy A
Subject: RE: GCEDC line on LP Hollis Highway

Christy, that part of the line connects with the northern part which is out of service and which would require around \$2,000,000 to repair. We have made grant applications, but there is no way to predict when, or if, we'll ever get the money to do the repairs.

Andy

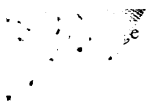
-----Original Message-----

From: Hall, Christy A [mailto:HallCA@dot.state.sc.us]
Sent: Monday, October 18, 2004 9:57 AM
To: White, Andy
Cc: phrobin@therobinsonco.com
Subject: GCEDC line on LP Hollis Highway

Andy,

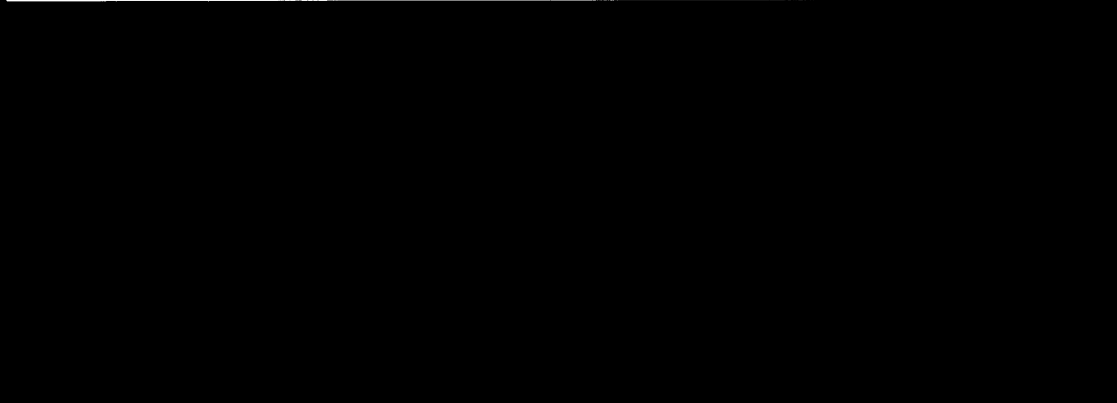
We are nearing completion of our work on the LP Hollis highway (W Corridor) project in Greenville County. Hopefully you'll recall that we did some work on GCEDC's line where it crossed the roadway project. When does GCEDC plan to put that line back into service or what are the GCEDC's plan for that line? Back in 1999 and 2000 when we were finalizing the roadway plans for the project, we had indications from GCEDC that the line was going to be used as a short haul line. Is this still the plan? What's GCEDC's timeline for re-establishing this line?

10/19/2004



Thanks for your help,
Christy A. Hall, P.E.
SCDOT Program Manager

10/19/2004

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